

ADAM A. LEWIS (CA SBN 88736)
(alewis@mofo.com)
GRANT L. KIM (CA SBN 114989)
(gkim@mofo.com)
ALISON M. TUCHER (CA SBN 171363)
(atucher@mofo.com)
BARBARA N. BARATH (CA SBN 268146)
(bbarath@mofo.com)
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: (415) 268-7000
Facsimile: (415) 268-7522

Attorneys for Plaintiffs
NAUTILUS HYOSUNG AMERICA, INC. and
NAUTILUS HYOSUNG INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

NAUTILUS HYOSUNG AMERICA, INC. and
NAUTILUS HYOSUNG INC.,

Plaintiffs,

v.

HANTLE, INC. (fka Hantle USA, Inc.),
GENMEGA, INC. (fka Huin, Inc.),
WON GEE LEE, and MYUNG WON SUH,

Defendants.

Case No. CV-10-2160-SBA (NJV)

CONSENT JUDGMENT

Judge: Hon. Sandra B. Armstrong

Pursuant to the Stipulated Request to Enter Consent Judgment submitted by Plaintiffs and Defendants, judgment is hereby entered as follows:

1. Judgment is entered in favor of Plaintiff Nautilus Hyosung Inc. and against Defendants Hantle, Inc. (“Hantle”), Won Gee Lee, Myung Won Suh, and Genmega, Inc. (“Genmega”) in the amount of Six Million Two Hundred Thousand Dollars (\$6.2 million), plus interest accruing at the rate of 10% per annum on any unpaid portion of the Judgment.

2. Nautilus Hyosung Inc. is the sole owner of all copyrights in the ATM Application Programs for the c4000, 1700W, 4000T, and x4000 ATMs as well as in the TranRMS ATM Remote Management System (collectively “Software Copyrights”) with all right, title and interest in and to the Software Copyrights.

3. Nautilus Hyosung Inc. is the sole owner of all copyrights in the Operator Manuals for the Mini-Bank 1500 ATM, the c4000 ATM, the 4000T ATM, the 1700 ATM, the 1700W ATM, and the x4000 ATM (collectively “Operator Manual Copyrights”) with all right, title and interest in and to the Operator Manual Copyrights.

4. The ATM Application Programs and Operator Manuals that Genmega, Hantle, and Hanmega, Inc. are currently using in connection with their current ATM products (specifically including, without limitation, the 1700W, 1900, 2500, t4000, 3000, and 6000 series ATMs) are based on the Software Copyrights and Operator Manual Copyrights.

5. In any action by Plaintiffs to enforce the Consent Judgment, the following limitations shall apply :

a. Hantle’s maximum liability in respect of the total amount of this Judgment as set forth in paragraph 1 above shall be no greater than the principal amount of \$4.9 million plus any accrued interest (on such maximum principal amount of \$4.9 million) and any reasonable attorneys’ fees and other expenses incurred by Plaintiffs in connection with enforcement of the Consent Judgment and/or collection of the unpaid amounts.

b. Won Gee Lee, in his personal capacity, shall be jointly and severally liable for all of Hantle’s payment obligations up to Hantle’s maximum principal amount of \$4.9


1 million, plus any accrued interest (on such maximum principal amount of \$4.9 million) as
2 set forth in subparagraph a herein above, and any reasonable attorneys' fees and other
3 expenses incurred by Plaintiffs in connection with enforcement of the Consent Judgment
4 and/or collection of the unpaid amounts.

5 c. Myung Won Suh shall not be personally liable for any amounts due under
6 the Consent Judgment, except as provided in Section I.F.4 of the parties' Settlement
7 Agreement.

8 d. In respect of the total amounts of this Judgment as set forth in paragraph 1
9 above, Genmega shall be liable for a maximum principal amount of \$1.3 million, plus any
10 accrued interest (on such maximum principal amount of \$1.3 million), and any reasonable
11 attorneys' fees and other expenses incurred by Plaintiffs in connection with enforcement
12 of the Consent Judgment and/or collection of the unpaid amounts.

13
14
15 **PURSUANT TO STIPULATION, JUDGMENT IS ENTERED AS SET FORTH**
16 **ABOVE.**

17
18 Dated: 7/9/12

19 
20 HON. SAUNDRA B. ARMSTRONG
21 United States District Judge
22
23
24
25
26
27
28